

SERIAL 07146 ROQ EXTERNAL REFEREE(S), INMATE GRIEVANCES – MCSO

DATE OF LAST REVISION: Mach 10, 2011

CONTRACT END DATE: March 31, 2014

CONTRACT PERIOD THROUGH MARCH 31, ~~2011~~ 2014

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **EXTERNAL REFEREE(S), INMATE GREIVANCES – MCSO**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **March 06, 2008 (Eff. 04/01/08)**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

AS/mdm
Attach

Copy to: Materials Management
Sue Malinowsky, MCSO

(Please remove Serial 02115-RFP from your contract notebooks)

REVIEW OF QUALIFICATIONS (ROQ) FOR: EXTERNAL REFEREE(S), INMATE GRIEVANCES – MCSO

1.0 INTENT:

The intent of this solicitation is to define the scope of work for personnel that will provide external referee services, to review inmate grievances, and make determinations for the Maricopa County Sheriff's Office. This is a requirements contract. Award recommendations will be based upon Review/Evaluation of the individual qualifications provided by the applicant(s). The contract resultant of this solicitation shall be awarded for a period of three (3) years and at this time is *anticipated to be awarded with an effective date of April 1, 2008*. Multiple contract awards shall be made, to fully meet the requirements of the Maricopa County Sheriff's Office. Maricopa County reserves the right to add additional contractors to this contract, as requirements may demand.

2.0 SCOPE OF WORK:

- 2.1 It is expected that the external referee will review each external grievance. Based solely, upon the documentation received, a determination will be made if a formal hearing is to be held. In addition, a formal hearing shall be held at the request of MCSO. The external referee is encouraged to conduct *one on one* interviews for investigative purposes during a formal hearing. A formal hearing shall include an on-site interview with the grievant. Issues to monitor closely for formal hearing consideration include, but are not limited to:
 - 2.1.1 Possible excessive use of force by staff.
 - 2.1.2 Violation of restraint policies.
 - 2.1.3 Serious legal, medical or dental complaints.
 - 2.1.4 Possible civil rights violation.
- 2.2 The contractor/referee(s) will render a decision in every case referred to him, and this decision will resolve all the issues raised by the inmate's grievances.
- 2.3 The contractor shall have *eighteen calendar days* from receipt of the external appeal form, to review the complaint, the attached appeals and responses and, if necessary, to schedule a hearing with notice given to both the facility and inmate of the date, time and place of the hearing. The contractor shall provide the inmate with a written response of his decision on the matter.
- 2.4 Contractor shall expedite the hearing review procedure whenever, in contractor's judgment, the situation threatens the immediate health or safety of the inmate and shall present his findings and recommendations, if any, to the inmate and other appropriate party(ies). The County shall advise the contractor on a timely basis, of any such circumstances, which it believes may exist.
- 2.5 Contractor shall only accept grievances referred through the Custody Support Bureau.
- 2.6 Contractor shall not accept grievances from one inmate submitted on behalf of other inmates or grievances pertaining to the handling of a disciplinary hearing.
- 2.7 At any formal hearing, the inmate shall be allowed to present his basis for appeal. The inmate may not be represented at the hearing by an attorney or other representative. Staff witnesses shall not be interrogated or cross-examined by the appealing inmate. Likewise, the appealing inmate shall not be interrogated or cross-examined by staff.
- 2.8 Contractor may continue a hearing if, in his judgment, further evidence or information from either the appealing inmate or the staff is required prior to rendering a decision.
- 2.9 Contractor shall be provided with a copy of Hart vs. MCSO amended judgment and a complete set of the Maricopa County Sheriff's Office Policy Manuals, and the Federal Court order covering

Maricopa County Grievance Procedures. Contractors shall comply with this guidance in the conduct of their duties pursuant to this agreement.

- 2.10 Contractor, in a written response to the inmate, shall state whether or not in their opinion the inmate has been harmed and what the appropriate remedy shall be. Report shall contain findings, conclusion & recommendations and will also identify if the grievance is unfounded, exonerated, sustained, partially sustained or not sustained. The following definitions will be used in the report:
- 2.10.1 Unfounded: It has been determined that the allegation as stated in the grievance was not support by facts.
- 2.10.2 Exonerated: It has been determined that the matter grieved did occur, but the actions of the employee were lawful and proper.
- 2.10.3 Sustained: It has been determined that the matter grieved is support by sufficient evidence to justify a reasonable conclusion of validity.
- 2.10.4 Partially Sustained: It has been determined that a portion of this grievance has found to be factual, but mitigating circumstances were present which reduced the significance of the issue.
- 2.10.5 Not Sustained: It has been determined there is insufficient evidence to prove or disprove the allegations.
- 2.11 Contractor shall not have the authority to recommend and/or order any disciplinary action against an employee of the Maricopa County Sheriff's Office.
- 2.12 The County, at its sole cost and expense, agrees to defend and hold vendor harmless from all claims, costs, fees and penalties arising out of acts and/or omissions performed in the capacity of vendor and within the scope of this agreement. This provision to indemnify shall cover the entire period of vendor's service, including claims that may be presented after the agreement terminates, so long as the claim related to acts and omissions alleged to have been committed pursuant to this agreement.
- 2.13 The County reserves all rights, privileges, discretion and prerogatives conferred upon the Sheriff by law with regard to the maintenance, management and administration of the Maricopa County Jails.
- 2.14 The County shall furnish the referee(s) with an appropriate facility in which to conduct said hearings. Contractors will be required to travel to any of the following Maricopa County Detention Facilities:

Durango Jail
3225 W. Gibson Lane
Phoenix AZ 85009

Estrella Jail
2939 W. Durango Street
Phoenix AZ 85009

4th Avenue Jail
201 S. 4th Avenue
Phoenix, AZ 85003

Towers Jail
3127 W. Durango Street
Phoenix AZ 85009

Avondale Jail
920 E. Van Buren
Avondale AZ 85323

Tent Facility
2939 W. Durango
Phoenix AZ 85009

Mesa Jail
1840 S. Lewis Drive
Mesa AZ 85210

Lower Buckeye Jail
3250 W. Lower Buckeye Road
Phoenix, AZ 85009

2.15 CONTRACT RATE.

- 2.15.1 The County establishes the compensation rate. Funds for vendor services shall be paid by the Risk Management Trust Fund when the grievance/complaint concerns a matter which could be raised in Federal District Court under 42 U.S.C., 1983. When the complaint does not concern a matter which could be raised in Federal Court under 42 U.S.C., 1983, the funds for vendor services shall be paid by the Inmate Services Fund Appropriate Funds Source.
- 2.15.2 Compensation/fee rate is pre-determined at \$50.00 per hour.
- 2.15.3 Mileage, *which is approved by MCSO* will be paid at the current county rate. Mileage will only be paid within the confines of Maricopa County.
- 2.15.4 Compensation/rate increases will be determined by the Maricopa County Sheriff's Office when the contract is evaluated for renewal each option year. Compensation/rate increases are at the discretion of the County and are not guaranteed.

2.16 EXPERIENCE AND QUALIFICATION STANDARDS.

This proposal requires a **minimum of four (4) years of experience** in processing jail/prison grievances. **Proposals for this solicitation shall be submitted using the following format.**

- 2.16.1 A resume listing professional qualifications and experience. The resume should highlight any and all verifiable, appropriate experience for this contractor position. Examples include, but are not limited to:
 - 2.16.1.1 Experience in processing jail/prison grievances. List number of years and the type of experience.
 - 2.16.1.2 Experience as an external referee judging jail/prison grievances. List number of years and the type of experience.
- 2.16.2 A listing of three professional references.
- 2.17 Respondents *may* be required to submit a writing sample, as part of the evaluation process. *When required*, applicants shall submit a writing sample illustrating the ability to interpret and understand of Hart vs. MCSO. This writing sample should not exceed three pages.
- 2.18 Contractors may be required to meet with an evaluation committee as part of the evaluation process.
- 2.19 Contractors who have contact with inmates and/or records under the supervision or jurisdiction of the MCSO pursuant to this contract must submit to a security clearance and background check by MCSO. The background check may include a criminal records check. Background check will be carried out by MCSO at the County's expense. Security clearance process also includes a no cost security class. The jail entry badges will be created at this time also. The decision of the MCSO as to the eligibility of the employee for contact with inmates or records as stated above is final and is not appealable. Pursuant to state law, the information derived from the background check cannot be divulged to the vendor or any other unauthorized party.
- 2.20 CONTRACTOR AWARD(S):

Contract awards shall be made only to individuals only. No awards will be made to a "firm", as this solicitation demands review of individual qualifications (Review of Qualifications).

2.21 TAX:

No tax shall be levied against labor. Bid pricing to include all labor, overhead, tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the bidder to determine any and all taxes and include the same in bid price.

2.21 USAGE REPORT:

The Contractor shall furnish the County a quarterly usage report delineating the service activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

2.22 FACILITIES:

During the course of this Contract, the County will provide the Contractor with adequate workspace or such other related facilities as may be required by Contractor to carry out its obligations enumerated herein.

2.23 INVOICES AND PAYMENTS:

2.23.1 The Contractor shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- 2.23.1.1 Company name, address and contact
- 2.23.1.2 County bill-to name and contact information
- 2.23.1.3 Contract Serial Number
- 2.23.1.4 County purchase order number
- 2.23.1.5 Invoice number and date
- 2.23.1.6 Payment terms
- 2.23.1.7 Date of service or delivery
- 2.23.1.8 Quantity (number of days or weeks)
- 2.23.1.9 Contract Item number(s)
- 2.23.1.10 Description of Purchase (product or services)
- 2.23.1.11 Pricing per unit of purchase
- 2.23.1.12 Freight (if applicable)
- 2.23.1.13 Extended price
- 2.23.1.14 Mileage w/rate (if applicable and approved)
- 2.23.1.15 Arrival and completion time (if applicable)
- 2.23.1.16 Total Amount Due

Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

2.23.2 Payment will be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Award the Contractor shall fill out an EFT Enrollment form (to be provided by the Procurement Officer) or as located on the County Department of Finance Website as a fillable PDF document (www.maricopa.gov/finance/).

2.23.3 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

2.24 TAX:

No tax shall be levied against labor.

2.25 DELIVERY:

It shall be the Contractor's responsibility to meet the proposed delivery requirements. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

2.26 INDEPENDENT CONTRACTOR:

2.26.1 Contractor's relationship to the County shall be as an independent contractor and not as an employee.

2.26.2 This Contract does not constitute, create, give rise to or otherwise recognize a joint venture, partnership, or employment relationship. The rights and obligations of the Parties shall be only those expressly set forth in the Contract.

2.26.3 No persons supplied by Contractor in the performance of obligations under the Contract are considered to be County employees, and no rights of County civil service, retirement or personnel rules accrue to such persons. Contractor shall have complete responsibility for all salaries, wages, bonuses, retirement withholdings, workmen's compensation, other employee benefits and all taxes and premiums relating to such persons, and shall save and hold the County harmless with respect to those responsibilities in the event of a claim for one or more of them is brought against Maricopa County.

3.0 SPECIAL TERMS & CONDITIONS:

3.1 CONTRACT TERM:

This ROQ is for awarding a firm, fixed price requirements contract to cover a three (3) year period.

3.2 OPTION TO EXTEND:

The County may, at its option and with the approval of the Contractor, extend the period of this Contract up to a maximum of three (3), one (1)-year options, (or at the County's sole discretion, extend the contract on a month to month bases for a maximum of six (6) months after expiration). The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the Contract period at least thirty (30) calendar days prior to the expiration of the original Contract period.

3.3 PRICE ADJUSTMENTS:

Any requests for reasonable price adjustments must be submitted sixty (60) days prior to the Contract expiration or annual anniversary or bi-annual date etc. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the Consumer Price Index or by performing a market survey. Also see Section 2.15, which shall prevail.

3.4 INDEMNIFICATION AND INSURANCE:

3.4.1 Indemnification.

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions or mistakes relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers,

directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting there from, caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of County.

3.5 INSURANCE REQUIREMENTS:

Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

Contractor is required to procure and maintain the following coverages indicated by a checkmark:

Contractors Bill Williams and Richard A. Wilson application(s) stated exception to Sections 3.5.1 thru 3.5.3. In accordance with Risk Management determination, subject Sections are therefore not applicable to these Contractor's awards. The following language applies only to the above named contractors:

Contractor agrees to maintain \$1,000,000.00 personal umbrella insurance policy thru the term of this contract, in lieu of the insurance requirements noted above.

3.5.1 Automobile Liability:

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

3.5.2 Professional Liability Insurance:

Contractor shall maintain Professional Liability insurance which will provide coverage for any and all acts arising out of the work or services performed by the Contractor under the terms of this Contract, with a limit of not less than \$1,000,000 for each claim, and \$3,000,000 for all (aggregate) claims.

3.5.3 Certificates of Insurance.

3.5.3.1 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**

In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

3.5.3.2 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.6 STRICT COMPLIANCE:

Acceptance by County of a performance that is not in strict compliance with the terms of the Contract shall not be deemed to be a waiver of strict compliance with respect to all other terms of the Contract.

3.7 WAIVER OF CLAIMS:

- 3.7.1 Contractor accepts the compensation provided in the Contract in lieu of any other claim(s), demand(s), request(s) or compensation for the services that Contractor provides pursuant to the Contract.
- 3.7.2 Contractor's obligations, including the duty of continuing representation, under this section shall survive the termination or expiration of the Contract.
- 3.7.3 Any dispute concerning the reasonableness or adequacy of the compensation under the Contract shall be resolved by reference to the value of the Contract as a whole and not by reference to a single case or to a portion of the cases that Contractor has performed under the Contract. The value of the Contract as a whole shall be determined by reference to the following factors:
- 3.7.3.1 County's average cost per case for all the services provided by Contractor under the Contract, compared to the County's average cost per case for the same services performed by the Public Defender, Legal Defender, Legal Advocate, and other Contract Attorneys; County's average cost per hour of services provided by Contractor under the Contract, compared to the County's average cost per hour for the same services performed by the Public Defender, Legal Defender, Legal Advocate and, other Contract Attorneys; and
- 3.7.3.2 Contractor's average hours per case, compared to the average hours per case for the same services performed by the Public Defender, Legal Defender, Legal Advocate and, other Contract Attorneys.
- 3.7.4 This section is not severable, in whole or in part, from any other provision of the Contract. In the event any portion of the Contract is construed as invalid or unenforceable, the Contract may be terminated in the sole discretion of the Contract Administrator.

3.8 FURTHER ASSURANCES AND CORRECTIVE INSTRUMENTS:

The Parties will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, any corrective instruments as may be reasonably necessary to carry out the intent of the Contract.

3.9 SCHEDULE OF EVENTS

Review of Qualifications issued: 11/22/07

Deadline for submission of Responses is 2:00 P.M., MST, on **JANUARY 3, 2008**. All Responses must be received before 2:00 P.M. on the above date at Maricopa County Materials Management Department, 320 West Lincoln Street, Phoenix, AZ 85003.

Schedule calendar dates stated below are tentative and may be changed without notice, at the option of the County.

Proposed review of Responses and short list decision: 1/10/2008

Proposed Respondent presentations: (if required) 1/17/2008

Proposed selection: 1/24/2008

Proposed award of Contract(s): 2/20/2008

All Responses to this ROQ become the property of Maricopa County and (other than pricing) will be held confidential, to the extent permissible by law. The County will not be held accountable if material from Responses is obtained without the written consent of the Respondent by parties other than the County.

3.10 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

STAN FISHER, SENIOR PROCUREMENT OFFICER, 602-506-3274
(sfisher@mail.maricopa.gov)

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.11 INSTRUCTIONS FOR PREPARING AND SUBMITTING RESPONSES:

Respondents shall provide **one (1) original hard copy** (labeled) and **three (3) hardcopy copies of their response** (labeled as copy) , plus one (1) electronic copy, including pricing (**Attachment A shall be in Excel format, NO pdf files**), on CD. **Respondents shall address Responses identified with return address, serial number and title in the following manner:**

**Maricopa County Department of Materials Management
320 West Lincoln Street
Phoenix, Arizona 85003**

**SERIAL 07146 – ROQ
EXTERNAL REFEREE(S), INMATE GRIEVANCES - MCSO**

Response must be signed by Respondent. All prices shall be held firm for a period of one hundred fifty (150) days after the ROQ closing date.

3.12 GENERAL CONTENT:

The Response should be specific and complete in every detail. It should be practical and provide a straightforward, concise delineation of qualifications, experience, certifications, degrees, credentials, capabilities and related prices to satisfactorily perform the Contract being sought.

3.13 FORMAT AND CONTENT:

To aid in the evaluation, it is desired that all Responses follow the same general format. The Responses are to be submitted in binders and have sections tabbed as below: (Responses are limited to 10 pages, single sided, 10 point font type).

3.13.1 Letter of Transmittal (Exhibit 2)

3.13.2 Qualifications – This section shall describe the Respondent's qualifications, credentials and experience related to the services proposed, including any other pertinent information. *Applicants shall review Section 2.16 carefully, to ensure full compliance.*

3.13.3 Solicitation exceptions (if any)

1.0.1 Attachment A (Pricing) (Excel format only)

3.13.4 Attachment B (Agreement Page)

3.13.5 Attachment C (References)

3.14 EVALUATION OF RESPONSES – SELECTION FACTORS:

An Evaluation Committee shall be appointed, chaired by the Procurement Officer, to evaluate each Response. At the County's option, Respondents may be invited to make presentations to the Evaluation Committee. Responses will be evaluated on the following criteria which are listed in descending order of importance. Recommendation for contract award will be made by consensus agreement of the Evaluation Committee.

3.14.1 Respondent's proven qualifications and credentials.

3.14.2 Experience in providing the services.

3.15 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

3.15.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

3.15.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

3.15.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3.15.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

3.15.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

3.15.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contact.

3.15.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

3.16 **VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:**

3.16.1 **By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-**

verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

- 3.16.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 1.9.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

3.17 **VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:**

- 3.17.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.
- 3.17.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

3.18 **CONTRACTOR LICENSE REQUIREMENT:**

- 3.18.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Materials Management and the using agency of any and all changes concerning permits, insurance or licenses.
- 3.18.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1502 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

3.19 **POST AWARD MEETING:**

The successful Respondent(s) may be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of the Contract. This meeting will be coordinated by the Procurement Officer of the Contract.

CLARENCE J. BEDDOME, 25 ANTLER LANE, SEDONA, AZ 86336-447

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☒ YES ☐ NO

PRICING SHEET: NIGP CODE 9522002

1.0 PRICING:

ITEM DESCRIPTION

FEES/COMPENSATION

1.1 External Referee, Inmate Grievances, in full compliance with Section 2.0 Scope of Work. \$50.00/HR.

Fees/compensation are pre-determined and are not negotiable. Applicant/respondent by submitting a response to this solicitation ***and signing below*** acknowledges full understanding that fees/compensation are pre-determined.

"Approved mileage", will be paid at the current County reimbursement rate.

CLARENCE J. BEDDOME

Signature

12/19/2007

Date

Terms:	NET 30
Vendor Number:	W000011810 X
Telephone Number:	928/282-0940
Fax Number:	20/694-3523
E-mail Address:	beddome@commspeed.net
Certificates of Insurance	Required
Contract Period:	To cover the period ending March 31, 2014 .

EDWARD J. CASSIDY, 3029 W. MCRAE WAY, PHOENIX, AZ 85027-4915

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☒ YES ☐ NO

PRICING SHEET: NIGP CODE 9522002

1.0 PRICING:

ITEM DESCRIPTION

FEES/COMPENSATION

1.1 External Referee, Inmate Grievances, in full compliance with Section 2.0 Scope of Work.

\$50.00/HR.

Fees/compensation are pre-determined and are not negotiable. Applicant/respondent by submitting a response to this solicitation ***and signing below*** acknowledges full understanding that fees/compensation are pre-determined.

"Approved mileage", will be paid at the current County reimbursement rate.

EDWARD J. CASSIDY

Signature

11/27/2007

Date

Terms: NET 30

Vendor Number: W000003452 X

Telephone Number: 623/780-3881

Fax Number: 602/780-3882

E-mail Address: eedward44@msn.com

Certificates of Insurance Required

Contract Period: To cover the period ending **March 31, 2011.**

JAMES GARITSON, CONSULTANT, 1519 E. MICHELLE DRIVE, PHOENIX, AZ 85022

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ____ YES ____ NO

ACCEPT PROCUREMENT CARD: ____ YES ____ NO ____

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: ____ YES ____ NO ____ %
REBATE (Payment shall be made within 48 hrs utilizing the Purchasing Card)

INTERNET ORDERING CAPABILITY: ____ YES ____ NO ____ % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ____ YES ____ NO

PRICING SHEET: NIGP CODE 9522002

1.0 PRICING:

ITEM DESCRIPTION

FEES/COMPENSATION

1.1 External Referee, Inmate Grievances, in full compliance with Section 2.0 Scope of Work.	<u>\$50.00/HR.</u>
---	--------------------

Fees/compensation are pre-determined and are not negotiable. Applicant/respondent by submitting a response to this solicitation *and signing below* acknowledges full understanding that fees/compensation are pre-determined.

"Approved mileage", will be paid at the current County reimbursement rate.

JAMES GARITSON
Signature

11/29/2007
Date

Terms:	NET 30
Vendor Number:	W000003299 X
Telephone Number:	602/493-4012
Fax Number:	602/867-2082
E-mail Address:	jgaritson@cox.net
Certificates of Insurance	Required
Contract Period:	To cover the period ending March 31, 2014 .

BILL WILLIAMS, 7342 W. CANTERBURY DRIVE, PEORIA, AZ 85345

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☒ YES ☐ NO

PRICING SHEET: NIGP CODE 9522002

1.0 PRICING:

ITEM DESCRIPTION

FEES/COMPENSATION

1.1 External Referee, Inmate Grievances, in full compliance with Section 2.0 Scope of Work. \$50.00/HR.

Fees/compensation are pre-determined and are not negotiable. Applicant/respondent by submitting a response to this solicitation ***and signing below*** acknowledges full understanding that fees/compensation are pre-determined.

"Approved mileage", will be paid at the current County reimbursement rate.

BILL WILLIAMS

Signature

12/13/2007

Date

Terms: NET 15

Vendor Number: W000002300 X

Telephone Number: 623/979-0118

Fax Number: 623/979-0118

E-mail Address: bill461@cox.net

Certificates of Insurance Required

Contract Period: To cover the period ending **March 31, 2014**.

RICHARD WILSON, 309 W. LOMA LANE, PHOENIX, AZ 85021

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒X___YES ___NO

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☒X___YES ___NO

PRICING SHEET: NIGP CODE 9522002

1.0 PRICING:

ITEM DESCRIPTION

FEES/COMPENSATION

1.1 External Referee, Inmate Grievances, in full
compliance with Section 2.0 Scope of Work. \$50.00/HR.

Fees/compensation are pre-determined and are not negotiable. Applicant/respondent by submitting a response to this solicitation ***and signing below*** acknowledges full understanding that fees/compensation are pre-determined.

"Approved mileage", will be paid at the current County reimbursement rate.

RICHARD WILSON

Signature

12/13/2007

Date

Terms:	NET 15
Vendor Number:	W000005909 X
Telephone Number:	602/809-2387
Fax Number:	602/943-2677
E-mail Address:	rwilson55@cox.net
Certificates of Insurance	Required
Contract Period:	To cover the period ending March 31, 2014 .